EQUITY—INJUNCTION TO PREVENT RECURRING TRESPASSES.—An owner of cattle, pigs, ducks, etc., permitted them to roam at large so that they repeatedly wandered over plaintiff's property and disfigured it. *Held,* an injunction would lie to restrain the repeated trespass. *Barnes* v. *Hagar et al.* (1914), 148 N. Y. Supp. 395.

This case, at least on its facts, is a good example of the modern tendency to grant injunction to restrain repeated trespasses on the ground of avoiding multiplicity of suits, without regard to other equitable considerations. Other late cases illustrating the same doctrine are: *Hounshell* v. *Miller,* 153 Ky. 530; *Kimple* v. *Schafer* (Ia.), 143 N. W. 505, dictum; *Bent* v. *Barnes,* (W. Va.), 78 S. E. 374; *O'Brien* v. *Murphy,* 189 Mass. 353; *Fuller* v. *Fisk,* 43 Pa. Super Ct. 489. On the other hand, a number of recent decisions adhere to the more conservative doctrine that, in order to warrant injunctive relief in such cases, there must be some further element involved, as that the damages inflicted would be irreparable, or the remedy at law inadequate because of the insolvency of defendant: *Randall* v. *Freed,* 154 Cal. 299; *Fletcher* v. *Pfeifer,* 103 Ark. 318; *Dixie Grain Co.* v. *Quinn,* (Ala.) 61 So. 886. Probably the weight of modern authority favors the granting of the injunction whenever the plaintiff, if refused his remedy in equity, would be driven to a multiplicity of vexatious actions for damages, on the ground that the remedy at law in such cases is not adequate.

EQUITY—INJUNCTION TO PREVENT UNLAWFUL BOYCOTT.—Plaintiff, a dealer in masons supplies, furnished such supplies to an employer of non-union labor against the protest of defendant labor union; defendants thereupon placed his name on the black list and agreed not to work on any building where the materials were furnished by plaintiff. As a result contractors and owners withdrew their patronage from plaintiff who therefore sought an injunction. *Held,* that defendant's conduct constituted an unlawful boycott and would be enjoined. *Burnham* v. *Dowd,* (Mass. 1914), 104 N. E. 841.

The Court rests its decision on the case of *Pickett* v. *Walsh,* 192 Mass. 572, where it was held that members of a labor union employed by a contractor with whom they have no dispute, cannot lawfully strike against him for the mere reason that he is doing work and employing some of their fellows upon another building upon which non-union men are employed, not by him, but by the owner of the building, the reason being that it is an unlawful combination for an unjustifiable interference with another's business. Where the boycott by a labor union has been directed at a former employer with whom they had a dispute, the majority of the cases have held that such a proceeding is an illegal interference with the business of another and would be enjoined. *George Jonas Glass Co.* v. *Glass Blowers Ass'n,* 72 N. J. Eq. 653, 66 Atl. 953; *Loewe* v. *California Federation of Labor,* 139 Fed. 71; *My Maryland Lodge* v. *Adt,* 100 Md. 238, 59 Atl. 721; *Beck* v. *Railway Teamsters' Protective Ass'n,* 118 Mich. 497, 77 N. W. 13; *Martin* v. *McFall,* 65 N. J. Eq. 658; *Hey* v. *Wilson,* 232 Ill. 389; *Albro J. Newton Co.* v. *Ferry,* 106 N. Y. Supp. 949. There are a few decisions to the contrary. *J. F. Parkinson Co.* v. *Building Trades Council,* 154 Cal. 581, 98 Pac. 1027;

Pierce v. *Stablemen's Union,* 156 Cal. 70, 103 Pac. 324. The principal case is to be distinguished from the above in that the boycott was directed against a party with whom the union had no trade dispute. It is supported by *Moores* v. *Bricklayers' Union,* 23 Wkly Law Bul. (Ohio) 48; *Lohse Patent Door Co.* v. *Tuelle,* 215 Mo. 421; *Shine* v. *Fox Bros. Mfg. Co.,* 156 Fed. 351. The case first cited being exactly in point except that the action was for damages. Attempts to induce the public not to patronize plaintiff's business, whatever the means used, have generally been held illegal and subject to an injunction. *Rocky Mountain Bell Teleph. Co.* v. *Montana Federation of Labor,* 156 Fed. 809; *Shine* v. *Fox Bros. Mfg. Co.; Loewe* v. *California State Federation of Labor; Hey* v. *Wilson,* supra. But some courts refuse to enjoin such methods in the absence of threats or intimidation operating on physical fears. *Pierce* v. *Stablemens' Union,* 156 Cal. 70; *J. F. Parkinson Co.* v. *Building Trades Council,* 154 Cal. 581; *Allis-Chalmers Co.* v. *Iron Moulders' Union No.* 125, 150 Fed. 155, or on the ground that to do so would violate the constitutional right of free speech. *Richter Bros.* v. *Journeymen Tailors' Union,* 24 Ohio L. J. 189; *Marx & H. Jeans Clothing Co.* v. *Watson,* 168 Mo. 133; *Lindsay & Co.* v. *Montana Federation of Labor,* 37 Mont. 264. For further discussion see 8 MICH. LAW REV. 159.

EVIDENCE—MORTALITY TABLES.—In an action to recover damages for the loss to the husband of the services of his wife, the question arose as to the admissibility and effect of the Carlisle tables of mortality, offered in evidence by the plaintiff to prove the probable duration of the life of the deceased. Defendant objected to the use of the tables on the ground that the deceased suffered from serious heart trouble and chronic Bright's disease at the time of her death. *Held,* the tables were admissible on the question of the probable continuance of the decedents life. *Moses* v. *Mathews,* (Neb. 1914) 146 N. W. 920.

The general rule is to accept in evidence standard mortality tables whenever the probable duration of a particular life is to be determined. *Atchison T. & S. F. Ry. Co.* v. *Ryan,* 62 Kan. 682; *Camden & A. Ry. Co.* v. *Williams,* 61 N. J. L. 646; *Louisville & N. Ry. Co.* v. *Hurt,* 101 Ala. 34; *Jackson* v. *Edwards,* 7 Paige (N. Y.) 386; *City of Indianapolis* v. *Marold,* 25 Ind. App. 428; *Steinbrunner* v. *Pittsburg Elec. Co.;* 146 Pa. 504; *Andrews* v. *Braughton,* 84 Mo. App. 640. Such evidence is admitted as an exception to the hearsay rule excluding books of science. Such tables are considered a mathematical compilation of an exact science, and are prepared in such an impartial and disinterested manner as to impart to them a trustworthiness which is a guarantee of their genuineness and accuracy. Why these tables should be considered more trustworthy than other scientific works of arithmetical and scientific calculation is difficult to see. Decisions are tending toward a more liberal construction of the rule and millwrights' tables and tables of weights, currency, interest, have been accepted. *Garwood* v. *Ry. Co.,* 45 Hun. 129; *Gallagher* v. *Ry. Co.,* 67 Cal. 16; *Western Assurance Co.* v. *Mohlman,* 83 Fed. 811. No such general exception, however, in favor of all scientific works is recognized either in England or America. *Collier* v.